BILL NO. S-89-12-51

SPECIAL ORDINANCE NO. S-10-90

AN ORDINANCE approving Contract FOR RES #1056-89, CLERMONT AVENUE WATER MAIN between SCHEIDLEMAN EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract **FOR RES #1056-89, CLERMONT AVENUE WATER MAIN** by and between **SCHEIDLEMAN EXCAVATING, INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

the installation of 1315+ LF of Class #50, 6" Ductile iron water main on Clermont Avenue from Wayne Tracr to Bueter Avenue in Fairfax Secon Addition;

involving a total cost of Twenty-Four Thousand Nine Hundred Fifty-Nine and 75/100 Dollars ($24,959.75).

SECTION 2. Prior Approval has been requested from Common Council on November 28, 1989. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

CONSTRUCTION CONTRACT

Board Order 107-89 **Contract 1056-89** **Work Order 64147**

THIS CONTRACT made and entered into in triplicate this 13th **day of** December , 1989, by and between **SCHEIDLEMAN EXCAVATING, INC. , herein called CONTRACTOR**, and the **City of Fort Wayne, Indiana**, an Indiana Municipal Corporation, acting by and through the **Mayor** and the **Board of Public Works and Safety**, herein called **OWNER;**

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

> **THE INSTALLATION OF 1315± LF OF CLASS #50, 6" DUCTILE IRON WATER MAIN ON CLERMONT AVENUE FROM WAYNE TRACE TO BUETER AVENUE IN FAIRFAX SECOND ADDITION.**

All according to Fort Wayne Water Utility, Drawing No. Y-10652, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay **CONTRACTOR** for the performance of the contract, the unit price sum of **$24,959.75 (TWENTY FOUR THOUSAND NINE HUNDRED FIFTY NINE DOLLARS and seventy five cents. In the event the amount of work is increased or decreased by OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the **15th day** of the **following month**, ninety **(90%)** percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the **Engineering Department** of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR.**

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a **Completion Affidavit** by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works and Safety** will direct the **Engineering Department** of the **OWNER** to promptly make such inspection. When the **Engineering Department** finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works and Safety**, which shall issue a **final certificate** stating that the work provided for in this Contract has been completed and is accepted. Thereupon, **the entire balance** of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the **Industrial Board of the State of Indiana**, that he has complied with the **Workmen's Compensation Act** in accordance with **Statutes of the State of Indiana** and **Ordinances of the City of Fort Wayne.**

Any judgment rendered against the **City of Fort Wayne** in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any **Board of Arbitrators** or of the **Industrial Board of the State of Indiana** rendered against the **City of Fort Wayne** in any suit or claim arising under said **Workmen's Compensation** for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by **Section 15-13 (as amended)**, of the **Code of the City of Fort Wayne,** Indiana of 1974, passed by the **Common Council** of the **City of Fort Wayne, Indiana** as **General Ordinance No. G-34-78 (as amended)** on December 12th, 1978. The successful bidder shall file a **Manpower Utilization Report** for this project with the **Compliance Office** within ten **(10)** days after completion of construction or upon request of the **Office of Compliance.**

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the **Statutes of the State of Indiana,** and the **Ordinances of the City of Fort Wayne** according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. **Advertisement for Bids for Resolution No. 1056-89**
b. **Instructions to Bidders for Resolution No. 1056-89**
c. **Contractor's Proposal dated November 8, 1989**
d. **Fort Wayne Engineering Department Drawing Y-10652**
e. **Supplemental Specifications for Resolution No. 1056-89**
f. **Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.**
g. **Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).**
h. **Prevailing Wage Scale.**
i. **Performance and Guaranty Bond.**
j. **Labor and Material Payment Bond.**
k. **Right-of-Way Cut Permit.**
l. **Comprehensive Liability Insurance Coverage.**
m. **Form 96.**

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a **Performance and Guaranty Bond** in favor of the **City of Fort Wayne** in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one **(1)** year following written acceptance of the work by the **OWNER.**

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER,** within ten **(10)** days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the **Statutes of the State of Indiana.**

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the **Director** of **Board of Public Works and Safety** of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the **Board of Public Works and Safety.**

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **thirty (30) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the **Mayor** and **Board of Public Works and Safety** of the **City of Fort Wayne, Indiana**, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the **Common Council** of the **City of Fort Wayne, Indiana**, and should said **Common Council** fail to approve the same within ninety **(90)** days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: SCHEIDLEMAN EXCAVATING, INC.

By: _____
JOHN SCHEIDLEMAN, PRESIDENT

CITY OF FORT WAYNE

By: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

By: _____
Charles E. Layton, Director
Public Works

By: _____
Michael McAlexander, Director
Public Safety

By: _____
Douglas M. Lehman, Director
Administration and Finance

ATTEST:

_____
Helen V. Gochenour, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 5 **day of** DECEMBER **, 1989, personally appeared the within named JOHN SCHEIDLEMAN, who being by me first duly sworn upon his oath says that he is the PRESIDENT of SCHEIDLEMAN EXCAVATING, INC., and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of SCHEIDLEMAN EXCAVATING, INC., for the uses and purposes therein set forth.**

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

M. Carol Cicero
Notary Public

M. CAROL CICERO
Printed Name of Notary

My Commission Expires:
10/21/92

Resident of ALLEN **County.**

ACKNOWLEDGEMENT

STATE OF INDIANA)
SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 13th **day of** Dec, **1989, personally appeared the within named Paul Helmke, Charles E. Layton, Michael McAlexander, Douglas M. Lehman**, and **Helen V. Gochenour,** by me personally known, who being by me duly of sworn said that they are respectively the **Mayor** of the **City of Fort Wayne**, and **Director, Members**, and **Clerk** of the **Board of Public Works and Safety** of the **City of Fort Wayne, Indiana**, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said **City** for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Carolyn S. Eschmann
Notary Public

CAROLYN S. ESCHMANN
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 21, 1991
ISSUED THRU INDIANA NOTARY ASSOC.

_____
Printed Name of Notary

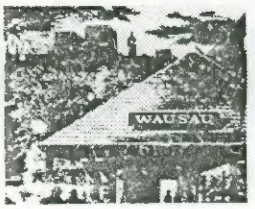
My Commission Expires: _____

Resident of _____ **County.**

Approved by the Common Council of the City of Fort Wayne on _____ **day of** _____**, 1989.**

Special Ordinance No._____**.**

Duplicate of A.I.A. Form A311 CM June 1980 Edition



Wausau Insurance Companies

PERFORMANCE BOND

Any correspondence in relation to this bond should be directed to:
Wausau Insurance Companies
Surety Underwriting
2000 Westwood Drive
Box 150
Wausau, Wisconsin 54401

KNOW ALL MEN BY THESE PRESENTS: Bond Number 1950-35-066723-C

That SCHEIDLEMAN EXCAVATING, INC., 9423A LIMA ROAD, FORT WAYNE, INDIANA 46818
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
(Here insert full name and address or legal title of Surety)

, as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, INDIANA
ONE MAIN STREET, FORT WAYNE, IN 46802
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of TWENTY FOUR THOUSAND, NINE HUNDRED FIFTY NINE AND SEVENTY FIVE CENTS Dollars ($ 24,959.75), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated , 19 , entered into a contract with Owner for PROJECT #1056-89, CLERMONT AVENUE WATER MAIN
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or before the expiration of one (1) year from the Date of Substantial Completion of the Project, whichever is later.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 27TH day of NOVEMBER, 19 89

James D Burlage
(Witness)

SCHEIDLEMAN EXCAVATING, INC.
(Principal) (Seal)

By M. Carol Cecco
(Title)

L. Shannon
(Witness)
LISA SHANNON

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
(Surety) (Seal)

By [signature]
BRUCE PIPPENGER (Attorney-in-Fact)

(P) 815-4238 1-82 PRTD. USA

Wausau Insurance Companies

Duplicate of A.I.A. Form A311/CM June 1980 Edition

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Any correspondence in relation to this bond should be directed to:
Wausau Insurance Companies
Surety Underwriting
2000 Westwood Drive
Box 150
Wausau, Wisconsin 54401

Bond Number 1950-35-066723-C

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That SCHEIDLEMAN EXCAVATING, INC., 9423-A LIMA ROAD, FT. WAYNE, IN 46818
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and EMPLOYERS INSURANCE OF WAUSAU A Mutual Company,
(Here insert full name and address or legal title of Surety)

, as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, INDIANA
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of TWENTY FOUR THOUSAND, NINE HUNDRED FIFTY NINE AND SEVENTY FIVE CENTS Dollars ($ 24,959.75),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 19____, entered into a contract with Owner for PROJECT #1056-89 CLERMONT AVENUE WATER MAIN
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by _____
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract or after the expiration of one (1) year following the date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 27TH day of NOVEMBER, 1989

James D Burlage
(Witness)

SCHEIDLEMAN EXCAVATING, INC.
(Principal) (Seal)

By M. Carol Crew
(Title)

Lisa Shannon
LISA SHANNON (Witness)

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
(Surety) (Seal)

By Bruce Pippenger
BRUCE PIPPENGER (Attorney-in-Fact)

(P) 815-4244 1-82 PRTD. USA

No. 219-049- 00034

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:
That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint

BRUCE PIPPENGER

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY OR ALL BONDS, UNDERTAKINGS, RECOGNIZANCES OR OTHER WRITTEN OBLIGATIONS IN THE NATURE THEREOF, NOT TO EXCEED THE PENAL SUM OF FIVE MILLION DOLLARS ($5,000,000).

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.
This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the vice president and attested by its assistant secretary, and its corporate seal to be hereto affixed this 1ST day of JULY, 19 85.

CORPORATE SEAL

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

By _____
R. D. Farnsworth — Vice President

Attest: _____
J. L. Smith — Assistant Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

On this 1ST day of JULY, 19 85, before me personally came R. D. Farnsworth, to me known, who being by me duly sworn, did depose and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

_____
Donna Lutzow — Notary Public
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION IS PERMANENT

CERTIFICATE

STATE OF WISCONSIN)
CITY OF WAUSAU) ss.
COUNTY OF MARATHON)

I, the undersigned, assistant secretary of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney, **WHICH MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN THEREOF IN RED INK,** remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 27th day of November, 1989.

CORPORATE SEAL

_____
J. L. Smith — Assistant Secretary

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF

CERTIFICATE OF INSURANCE

Wausau Insurance Companies

This is to certify that the insurance policies (described below by a policy number) written on forms in use by the company have been issued. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any policy referred to herein.

Name and Mailing Address of Insured

SCHEIDLEMAN EXCAVATING, INC.
9423A LIMA ROAD
FORT WAYNE, INDIANA 46818

Producer No.: 1911
Office: FW, IN
Date: 11/28/89
Region: 19

Type of Insurance	* CO. NO.	Policy Number	Policy Effective Date (MO/DA/YR)	Policy Expiration Date (MO/DA/YR)	* * Unless otherwise indicated, this policy affords full coverage under the Workers Compensation laws of all states (except states where coverage can be provided only by State Funds, and Canada) and as designated in the policy and endorsements for Part Two (Employers Liability).	
Workers Compensation * *	3	1910 00 066723	10/1/89	10/1/90		
					Liability Limits **In Thousands (000 omitted)**	
Commercial General Liability	2	1920 02 066723	10/1/89	10/1/90	General Aggregate	$ 1,000
Commercial Package or Trademark (Section II only)					Products & Comp./Ops. Aggregate	$ 1,000
					Personal & Advertising Injury	$ 500
( ) Claims Made (X) Occurrence					Each Occurrence	$ 500
					Fire Damage (Any One Fire)	$ 50
Products - Completed Operations: (X) Included ( ) Excluded					Medical Expense (Any One Person)	$ 5
Owners & Contractors Protective					Aggregate	$
					Each Occurrence	$
Auto Liability	3	1920 00 066723	10/1/89	10/1/90	Single Limit - Each Accident	$ 1,000
					Bodily Injury	
(X) All Owned Autos					Each Person	$
( ) Specified Autos Only					Each Accident	$
(X) Hired Autos					Property Damage	
(X) Nonowned Autos					Each Accident	$
Umbrella Liability	2	1920 03 066723	10/1/89	10/1/90	Each Occurrence	$ 1,000
					General Aggregate	$ 1,000
					Retention	$ 10

Special Provisions/Locations/Specified Autos:

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy (policies) described above is subject to all of the terms, exclusions and conditions of such policy (policies) during the term(s) thereof.

* The entry of a number in this column means that the coverage is afforded by the company designated by the same number.

Issued to:

CITY OF FORT WAYNE
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

*Issuing Company No. **02. EMPLOYERS INSURANCE OF WAUSAU A Mutual Company**
03. WAUSAU UNDERWRITERS INSURANCE COMPANY
07. ILLINOIS EMPLOYERS INSURANCE OF WAUSAU
01. WAUSAU LLOYDS

Signed John W. Ross
Authorized Representative

239 (S) 80-324

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. #1056-89, Clermont Avenue Water Main

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE The Contract for Res. #1056-89, Clermont Avenue Water Main is for the installation of 1315+ LF of Class #50, 6" Ductile iron water main on Clermont Avenue from Wayne Trace to Bueter Avenue in Fairfax Second Addition. Scheidleman Excavating, Inc., is the contractor.

PRIOR APPROVAL RECEIVED 11/28/89

S-85-12-51.

EFFECT OF PASSAGE Improved water conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $24,959.75

ASSIGNED TO COMMITTEE _____

BILL NO. S-89-12-51

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract FOR RES. #1056-89, CLERMONT AVENUE WATER MAIN between SCHEIDLEMAN EXCAVATING, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~ XX

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 1-9-90

Sandra E. Kennedy
City Clerk

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 12-26-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Henry, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT				✓
TALARICO	✓			

DATED: 1-5-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE ~~RESOLUTION~~ NO. S-10-90 on the 9th day of January, 19 90,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL: Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of January, 1990, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 19th day of January, 19 90, at the hour of 3:45 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR